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1 UNITED STATES DISTRICT COURT
2 SOUTHERN DISTRICT OF NEW YORK

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3
4 IN RE: PLATINUM AND PALLADIUM
COMMODITIES LITIGATION,

5 10 CV 3617 (WHP)

6 -----x

7 New York, N.Y.
August 21, 2013
10:04 a.m.

8
9 Before:

10 HON. WILLIAM H. PAULEY III,

11 District Judge

12 APPEARANCES

13 LOVELL STEWART HALEBIAN LLP
Attorneys for Futures Plaintiffs
14 CHRISTOPHER LOVELL
CHRISTOPHER McGRATH

15 DOYLE LOWTHER LLP
Attorneys for Physical Plaintiffs
16 JOHN LOWTHER

17 CHRISTOPHER J. GRAY, P.C.
Attorneys for Physical Plaintiffs
18 CHRISTOPHER J. GRAY, ESQ.

19 AKIN GUMP STRAUSS HAUSER & FELD LLP
Attorneys for Moore Defendants
20 DAVID M. ZENSKY
21 NICHOLAS ADAMS

22 KRAMER LEVIN NAFTALIS & FRANKEL LLP
Attorneys for Defendant Pia
23 JENNIFER L. ROCHON
JADE BURNS

24 HUGHES HUBBARD & REED LLP
Attorneys for Defendant Burger
25 JESSE L. JENSEN

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APPEARANCES (Continued)

KOBRE & KIM, LLP

Attorneys for Defendant Welsh

LEANNE A. BORTNER (Via telephone)

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(In open court)

THE DEPUTY CLERK: *In Re: Platinum and Palladium
Commodities Litigation.*

Appearances for the plaintiffs?

MR. LOVELL: Christopher Lovell and Christopher
McGrath from Lovell Stuart for the futures plaintiffs. Good
morning, Judge Pauley.

THE COURT: Good morning, Mr. Lovell.

MR. LOWTHER: John Lowther, Doyle Lowther, on behalf
of the physical plaintiffs. Good morning, your Honor.

THE COURT: Good morning, Mr. Lowther.

MR. GRAY: Chris Gray for the physical plaintiffs.
Good morning, your Honor.

THE COURT: Good morning.

THE DEPUTY CLERK: Appearances for the defendants.

MR. ZENSKY: Good morning, Judge. David Zensky and
with me Nick Adams of Akin Gump Strauss Hauer & Feld for the
Moore defendants.

THE COURT: Good morning, Mr. Zensky. Good morning,
Mr. Adams.

MS. ROCHON: Good morning, your Honor. Jennifer
Rochon for Defendant Chris Pia from Kramer Levin Naftalis &
Frankel. With me is my colleague Jade Burns.

THE COURT: Good morning, Ms. Rochon.

MR. JENSEN: Good morning, your Honor. Jessie Jensen

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1 from Hughes Hubbard & Reed for defendant Eugene Burger.

2 THE COURT: Good morning, Mr. Jensen.

3 THE DEPUTY CLERK: Appearances by telephone.

4 THE COURT: Ms. Bortner, are you there?

5 MS. BORTNER: Excuse me, your Honor. Leanne Bortner,
6 attorney for Joseph Welsh, defendant.

7 THE COURT: Good morning.

8 MS. BORTNER: Good morning.

9 THE COURT: Mr. Lovell, what's the status of this
10 matter?

11 MR. LOVELL: Well, your Honor, the status is that
12 thanks to your Honor's rulings on the motion to compel --

13 THE COURT: Why don't you take a seat and speak into
14 the mic? Only because we have someone participating by
15 telephone and they can best hear if we're all speaking into the
16 microphones.

17 MR. LOVELL: Thanks to your Honor's rulings on the
18 motion to compel early document discovery and the motion to
19 dismiss in which you gave plaintiffs leave to replead, and
20 thanks to your Honor's forbearance for the last four months of
21 extensions, which is not totally characteristic of your Honor's
22 rapid treatment of civil cases appropriately, the parties
23 signed a settlement agreement more than 11 minutes ago and
24 exchanged copies that provides and covers as follows, Judge.

25 The plaintiffs settled their claims with the Moore

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1 Capital defendants, who are all represented here in court, and
2 with Joseph Welsh, and Ms. Bortner's on the phone.

3 Now, there's another named defendant in the case, MF
4 Global, Inc., which has filed a suggestion of bankruptcy. The
5 plaintiffs have filed a separate claim there and this
6 settlement does not impact that claim. So as far as the
7 pending litigation before your Honor goes, everything is
8 covered.

9 The terms of the settlement, your Honor, provide as
10 follows: Moore Capital is paying \$48,250,000 to settle in
11 exchange for a release from a settlement class I'll describe in
12 a minute. Moore Capital is paying \$150,000 to "quiet the
13 litigation," of which \$50,000 may be paid back to Moore Capital
14 if there is a collection on the third component of the
15 consideration, which I'll describe now.

16 Mr. Welsh has agreed to the entry of a judgment in the
17 amount of \$35 million against Mr. Welsh on the negligence
18 claim, a claim that your Honor recently permitted plaintiffs to
19 amend the complaint to include solely to the extent of
20 collection of that judgment against Mr. Welsh's personal assets
21 consisting of his rights against certain insurers and in
22 respect to certain insurance policies and the insurer's denial
23 of coverage for that claim, as to all of which have been
24 assigned to the extent permitted by law to the futures
25 plaintiffs.

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1 Those are the three components of consideration. On
2 the third component, I feel, having sued so many people for
3 misrepresentation over the decades, your Honor, that I have to
4 rush in and add that the insurers have asserted multiple
5 reasons for denial of coverage in these letters at the
6 beginning -- I'm sure your Honor is familiar with the standard
7 of practice followed here -- and they will have additional
8 defenses and arguments against this.

9 Mr. Welsh nor Capital defendants don't represent that
10 we can recover anything. The futures plaintiffs' counsel --
11 nobody represents that the \$35 million judgment can be
12 recovered. On the other hand, standing here representing the
13 class, I'm saying that I think that there's arguments against
14 what the insurers have argued and we'll see what happens on the
15 \$35 million.

16 Obviously-- well, not obviously. Just to continue a
17 little bit more, your Honor, the settlement -- which we're
18 going to ask for leave to move for preliminary approval of --
19 includes recitals. And one recital relates to Mr. Welsh's
20 provision of accurate financial information to the futures
21 plaintiffs' counsel who is confidential.

22 We're quite satisfied, your Honor, that continuing
23 this litigation in front of your Honor would cascade, if we're
24 successful -- and defense counsel can put up 18 hurdles and if
25 the plaintiffs jump over 17 of them and miss the 18th, there's

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1 no recovery for the class. We're quite confident that if we
2 jumped over all 18, we wouldn't recover from Mr. Welsh based on
3 everything we know, what we're getting in this settlement, in
4 prospective value and what may quiet the litigation payment
5 that we've set up.

6 So switching over, your Honor set this up as a
7 premotion conference. For all I know, sitting here, we never
8 would have settled if you hadn't done that, because we said we
9 would have it done last Friday and it took till 11 minutes
10 before we got started here. So we're glad that you set this up
11 and we've done that and we'd like to put in a brief.

12 But if I could just go through the settlement a little
13 bit more, Judge, to talk about what I had mentioned earlier,
14 the settlement class. In prior commodity futures
15 manipulations, your Honor, it seems to turn out that you can
16 see effects on the market and you can bring a case as to
17 certain time period alleging this is a product of manipulation.

18 It turns out, though, in the *Sumitomo* case and the
19 *Natural Gas* case, as well as others, and other instances in the
20 law outside of commodity futures manipulation, that settlement
21 classes turn out to be of a broader dimension than the
22 litigation class. In this instance the alleged conduct, after
23 we got the documents and went through them, actually began in
24 June 2006, which is some year and a half before the litigation
25 class began. And it ended as we-- it ended May 21st, 2008, the

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1 conduct.

2 Now, there's a body of disputes, sort of, over how
3 long does a manipulated price stay in the market? Does it stay
4 in the market for a long time or a short time? Your Honor said
5 in this case on the motion to dismiss that it might dissipate
6 in a hurry, citing to the IPO securities case, and there's
7 different things.

8 There is a theory -- there is an economic theory from
9 very respected Chicago School economists, who are somewhat
10 religious about the efficiency of the market, which says that
11 until there's disclosure to the public, explicit disclosure to
12 the public, something might remain in the market, but those
13 same economists will tell you how efficient the market is and
14 how to figure out things ahead of time. So it's a little bit
15 contradictory.

16 Justifiably, in my opinion, the defendants asked for a
17 full release. They wanted the settlement class expanded, your
18 Honor, to when the conduct began, June of 2006, until the
19 filing of the CFTC complaint to cover these theories. And
20 we've agreed -- and this is a bit, as far as I'm concerned,
21 business as usual. We'll brief this in the preliminary
22 approval papers -- and in the final approval papers if your
23 Honor grants preliminary approval -- the authority for doing
24 this. And basically it covers the course of conduct and it
25 covers the arguable effect period.

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1 We've proposed a plan of allocation, which I'll go
2 into in the-- which we'll go into probably more appropriately
3 in the preliminary approval papers.

4 I should say one thing that relates to the plan of
5 allocation and the reasonableness of the settlement, and that
6 is the amount of damages. The Second Circuit does not want
7 your Honor to retry the case. The Second Circuit wants your
8 Honor to be sure that the process was not tainted and was a
9 good process. And I will submit an affirmation that this was
10 arm's length, hard-nosed bargaining. And we had two days in
11 front of a nationally recognized mediator. It didn't work, and
12 we went back to litigating and resumed litigating, and then
13 your Honor gave us all of these adjournments and we settled.
14 It was very contentious. So the process is pure.

15 Then the next step, although you're not supposed to
16 retry the case, your Honor, as your Honor knows from approving
17 other cases, I'm talking about currency conversion really for
18 your standards on preliminary approval and final approval.
19 Your Honor at the preliminary approval stage, as you've held in
20 currency conversion, you're just seeing whether this is within
21 the range of reasonableness of something that could be set out
22 to the class. You're not going to pass on it finally until the
23 final approval hearing. At the final approval hearing you'd
24 take a closer look, but the facts aren't going to change.

25 The plaintiffs believe that based on a pure review of

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1 economic literature, we could put in a fact-supported expert
2 opinion -- I don't want to say Daubert compliant, but we have
3 gone through a million things, but I will say Daubert compliant
4 that will show over \$400 million in damages here, your Honor.
5 Now, I want to just say two things -- and so it's a settlement
6 of 48,250 -- 48,4 for sure -- and then whatever we can get on
7 the other thing.

8 I just want to say a couple of things about that.
9 There's a line of cases, your Honor, *Van Gemert v. Boeing*, is a
10 Supreme Court case -- I'm smiling because, by the way, I spent
11 eight days in a hotel room to prepare for a Supreme Court
12 argument and your Honor got eight votes and I got one one time.
13 So that's why -- if there's an association problem.

14 The Supreme Court held that the class members who do
15 not claim their share of the judgment don't get any money and
16 that money reverts back to the defendants. And that line --
17 that has not been broken up. So we say there's over \$400
18 million in damages. Now, it's 2013. These events happened in
19 2007/2008 focus, but over a diffused period for the longer
20 period. How many people are going to claim at this point?

21 I've had some recent experiences in commodity futures
22 where there were not that many claims. It's a little bit
23 perplexing, to be honest with you, your Honor. I could --
24 we'll go into it at the final approval stage if we get past
25 preliminary approval and it's time. We'll go into the

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1 attrition rates here. So that's a real concern.

2 The second concern leads back to the economics. I
3 believe that the plaintiffs could put in an expert report for
4 over four hundred million here, your Honor, but I saw an
5 excellent mediation brief from the people behind me with a
6 Nobel prize-winning economist who they say concluded that
7 there's only six million alleged damages if you accept our
8 premises.

9 Now, I think his numbers are wrong. I think his
10 numbers led to the conclusion of nine million. But six
11 million, nine million, it's a low figure. And I've been in
12 cases where the plaintiffs have worked with this Nobel
13 prize-winning economist. The way he did the work and the facts
14 here and what could be argued with all the circumstances
15 here -- which we can get into more in the papers, your Honor --
16 that is a submission that tended to show very, very low
17 damages. And then you have your attrition rates.

18 So given this battle with the experts -- and they had
19 a good one -- I think this is a reasonable settlement under the
20 best possible standard, which is the *Grinnell* case, and also
21 under a later somewhat revisionist case in the Second Circuit,
22 the *Maywalt* standard, which says the realistic likelihood is
23 totally different from best possible.

24 Either standard, because of the attrition on the best
25 possible and because of what I mentioned with the battle of the

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1 experts on the other one, I'm confident that your Honor-- I
2 don't want to prejudge, but I'm confident the plaintiffs will
3 put in papers to make a good argument that this is within the
4 range of reasonableness.

5 We would ask your Honor to give us until next
6 Wednesday to submit the preliminary approval paper. We've been
7 late on everything we've done, but we'll be on time with that,
8 Judge.

9 THE COURT: All right. Obviously it's the notice and
10 claims process that I have found in some cases seems to break
11 down where the adversarial process is no longer at play. I
12 want to be sure that the parties have come together on the best
13 possible notice provisions so that we can ensure the highest
14 level possible participation. And if you recall what happened
15 in currency conversion, where the notice process really had to
16 be reengineered midstream, I'd like to avoid that in future
17 cases.

18 MR. LOVELL: Yes, point taken, your Honor. And that's
19 what I said about perplexing. We changed the notice process
20 here in the last few weeks. While I can't go into the 408 step
21 with you, I'll describe the notice process, your Honor. And
22 I'll think about and I'll talk to the defendants about possible
23 reasonable enhancements to follow up on what your Honor said.

24 But just briefly, we're advertising in the *Wall Street*
25 *Journal*, we're advertising in *Futures Magazine* twice, and we're

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1 taking other steps through internet publications that futures
2 traders follows. So there's a publication component to this.
3 But there is a reasonable mail notice that's calculated to
4 reach every class member more than once, and that works as
5 follows: We have the names from the CFTC of the large traders.
6 Large traders usually constitute 70 to 80 percent of the
7 market, but that may be only 15 to 20 percent of the number.
8 And we should be able to mail to every one of the large traders
9 from this list notice of this case.

10 In addition, we have from the Exchange the names of
11 all of the clearing brokers. Now, these clearing brokers have
12 duties to their customers. And the way it works in securities
13 and commodities is that we've mailed the notice to each of the
14 clearing firms and we asked them to mail it to the customers.
15 And we're going to have to be vigilant and follow up with them
16 and watch what happens on this, because this is the one part
17 that we're depending on the clearing firms to get the
18 information out.

19 And in view of your Honor's comments, I think I'll
20 make a point to separately report to your Honor and to the
21 defendants what's happening on that part of the notice. If
22 that part doesn't have a breakdown, and what's intended to
23 happen, there should be additional mail notice to 70 or 80
24 percent of the volume of the market who are the large traders
25 and direct mail notice to the smallest part of the market.

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1 THE COURT: All right. Do any of the defendants wish
2 to be heard or the physical plaintiffs?

3 MR. ZENSKY: Who would you like to hear from first,
4 your Honor?

5 THE COURT: Well, let me hear from the physical
6 plaintiffs on the matter.

7 MR. LOWTHER: Just very briefly, your Honor. As the
8 Court found out just several minutes ago, there's been a
9 settlement. This is the first that I have heard that the
10 papers were going to be executed this morning.

11 I'll simply echo what Mr. Lovell has said. We would
12 like some additional time, because I think we are still under
13 Rule 408 concerning our negotiations, but I believe we have the
14 substantive terms of a settlement worked out with the defense.
15 We have exchanged some preliminary papers, our deal term and
16 sheet. We would ask the Court's indulgence, however; perhaps a
17 few weeks after the futures file their preliminary papers to
18 get our preliminary papers on file.

19 The reason being we simply want to be efficient in our
20 use of resources. I believe the parties have essentially
21 agreed that we would use similar plan of allocation forms,
22 claims sheets. We will have a slightly different notice
23 program than the futures plaintiffs, and we would just simply
24 ask again the Court's indulgence on getting our preliminary
25 papers on file. But our settlement on the physical side will

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1 necessarily be smaller simply because there's a lot more
2 futures traded than there was Platinum and Palladium physical
3 trading at that time.

4 I will tell your Honor the negotiations and
5 discussions concerning what that amount was going to be was
6 hotly contested. It was vigorous and antagonistic
7 negotiations. Professional, but nevertheless we had attended
8 all of the mediation sessions and we went back and forth for
9 months and months and months. The parties expending
10 significant resources on experts, both sides, to determine just
11 how many physical ounces were traded during the class period
12 and whether or not you had offsets, what were the tie-in
13 between futures damages and physical damages. So, again,
14 Judge, all of these points were hotly contested, but I think
15 we'll be able to get our papers on file timely.

16 And I'll conclude by saying after we filed our
17 preliminary approval, we simply think it would make sense that
18 your Honor's rulings concerning approval be tracked at the same
19 time for the following reason: I think we want to issue one
20 notice at the same time; again, to take advantage of
21 efficiencies. This is something that we've discussed with the
22 proposed class action settlement administrator. And, again,
23 simply because our class will be smaller, we want to take
24 advantage of those efficiencies and try and keep as much money
25 as we can for the class.

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1 THE COURT: Who's the proposed settlement
2 administrator?

3 MR. LOVELL: A.B. Data. The people at A.B. Data
4 recently joined them and have done futures class action
5 manipulation settlements in the past, your Honor. And they can
6 talk about futures and do these -- enter these cells into the
7 computer and get all the trades in. They know how to do it.
8 There's over a hundred securities cases filed here in class
9 actions, and there used to be only one every five years in
10 commodities. It's picked up a little bit now, your Honor, but
11 there's nobody who knows how to do this. So they are in a
12 semi-monopoly position, but they know how to do it.

13 THE COURT: Doesn't it make sense to have both motions
14 for preliminary approval filed at the same time, put everything
15 on the same schedule?

16 MR. LOVELL: We can certainly wait, your Honor. I
17 don't see why we need to go first. I can't see any reason.

18 THE COURT: Do you agree with that, Mr. Lowther?

19 MR. LOWTHER: I agree. What I need to see are the
20 papers that were executed today. Because, again, we have some
21 agreement with the defense that we would proceed on those
22 papers. We need our experts to take a close look at the plan
23 of allocation. We do plan on submitting an expert report with
24 our preliminary approval application for the following reason:
25 Futures, they can look at a tape; for the physical side, these

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1 are over-the-counter trades. And, again, that was the most
2 hotly contested issue in our settlement discussions. So we
3 will be submitting an expert report just concerning volumes.

4 In a crude respect, I think once we have some expert
5 opinion on the range of potential volumes, I do think it then
6 becomes just a matter of multiplication as we look at the plan
7 of allocation and we can allocate damages.

8 THE COURT: When do the physical plaintiffs think they
9 would be in a position to file a motion for preliminary
10 approval?

11 MR. LOWTHER: Originally we had said two weeks. After
12 taking a look at the plan of allocation, I'm now thinking
13 possibly two. I think three weeks would be better. We've
14 retained the CPM Group, who's here in New York. They are the
15 recognized leaders and experts in the precious metals and, in
16 particular, platinum and palladium. Frankly, I'm happy to have
17 them because if we didn't have them, I'm not quite sure who
18 would be able to render the opinion that we need. So we have
19 the best who's going to be assisting us with our papers.

20 So I think three weeks is a-- yes, three weeks, your
21 Honor.

22 THE COURT: All right.

23 MR. LOVELL: With the Court's pleasure, I don't see
24 the point not to waiting, your Honor, if you want us to wait.

25 THE COURT: Yes.

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1 MR. LOVELL: Okay.

2 THE COURT: So three weeks from today is September
3 11th. I'm prepared to move it to the 18th just to get beyond
4 the most significant of the Jewish holidays and other holidays
5 between now and then. So I'll fix September 18th as the date
6 for the parties to move.

7 And I take it they'll-- will it be a joint motion
8 between the physical and futures or separate motions?

9 MR. LOVELL: I omitted to say, your Honor-- I'm sorry
10 for interrupting, Judge, but I omitted to say that the
11 settlements are not contingent on each other. Expressly to the
12 contrary. If theirs is found not to be reasonable by your
13 Honor, then I would prefer to keep --

14 THE COURT: Separate motions.

15 MR. LOVELL: Yes, please.

16 THE COURT: Separate motions, but to be filed on
17 September 18.

18 Now, Mr. Zensky, or any of the other counsel for the
19 defendants, do you want to be heard with respect to the status
20 of the matter?

21 MR. ZENSKY: Yes, absolutely, your Honor. Let me just
22 pick up starting with the issue of the physicals and the need
23 for some extra time. The thought process was, and why the
24 physical papers are not done, obviously we have an
25 understanding and an agreement as to the economics, but there

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1 was little reason for us to go through the brain damage of
2 trying to finalize their papers until Mr. Lovell, Mr. McGrath
3 and the defendants finished the futures settlement. There is
4 every reason to make them as uniform as possible. The
5 releases, time frames, terms, et cetera. So that's one point.

6 Second, although, as Mr. Lovell identified, once we
7 get them signed and on file, approval of one is not the
8 condition of the Court's approval of the other. From the
9 defendant's perspective, we were not going to proceed to sign
10 the settlement only with the physical class until we had
11 finished our negotiation and signed a settlement with the
12 futures class. So that's by way of further explanation as to
13 why the physical settlement is not ready to sign today, your
14 Honor.

15 With respect to the futures settlement, let me just
16 echo a couple of Mr. Lovell's comments. It was, indeed, as
17 arm's length as is imaginable. There is no point that was not
18 negotiated, renegotiated, over and over, by Mr. Lovell and
19 Mr. McGrath on behalf of the futures class. If you had seen
20 the footer on the settlement agreement before it was removed
21 for the signature copy, the settlement itself went through 38
22 drafts, I believe, before it was ready for signature. And the
23 eight or nine exhibits, some of them went through 10, 15, 20
24 drafts of their own.

25 So this was an arduous, complex and very hard-fought

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1 process, your Honor. I think Mr. Lovell described in part some
2 of the range of dispute between the economists for the parties.

3 In addition, your Honor, as you know, when we first
4 brought a motion to dismiss, there were several issues that the
5 Court did not address at that point because it was dismissing
6 the complaint on the ground that it incorporated the settlement
7 with the CFTC. And, therefore, we would have been back before
8 you with a motion to dismiss. We think some issues would have
9 been dismissed. We would have been back before you on summary
10 judgment with respect to issues of causation.

11 And we certainly felt and would have disputed to the
12 last the ability of the futures plaintiffs to show any damages,
13 or certainly anything near the amount that Mr. Lovell's
14 economists would like to have testified to. But like all other
15 cases that settle, while certainly disputing the facts,
16 disputing liability, litigation is not without risk. And given
17 the protracted and complex nature of this matter, it was our
18 judgment to settle.

19 Certainly from the defendant's perspective, we think
20 it is a generous settlement for the class and we don't believe
21 the Court will have any problem determining that the settlement
22 should be preliminarily approved and ultimately approved at a
23 fairness hearing.

24 THE COURT: All right. Thank you, Mr. Zensky.

25 Mr. Rochon, do you wish to be heard?

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1 MS. ROCHON: No, your Honor.

2 THE COURT: Mr. Jensen?

3 MR. JENSEN: No, your Honor.

4 THE COURT: Ms. Bortner, do you wish to be heard?

5 MS. BORTNER: No, your Honor. Thank you.

6 MR. ZENSKY: I'm sorry, your Honor, if I could add
7 just one question. It's likely the defendants would put in
8 papers in support of the settlement in contemplation of the
9 final fairness hearing. I don't believe we would be putting in
10 papers unless the Court requires some filing from us at that
11 preliminary approval stage. Obviously having signed the
12 settlement, the parties are now, not on the same side, but
13 certainly share a common interest in having the settlement
14 proceed through the judicial process and be approved.

15 So there would be no opposition for anything that we
16 would file unless the Court requires it.

17 THE COURT: All right. Let's fix a schedule and a
18 return date for the motion for preliminary approval. If the
19 futures and physical plaintiffs file their respective motions
20 on September 18, what do you propose, Mr. Lovell?

21 MR. LOVELL: Your Honor, usually the defendants will
22 not oppose it, but once in a while, the rare case, the
23 Microsoft case many years ago, somebody shows up and opposes
24 preliminary approval. So I think your Honor should-- this is
25 the notice of motion, but I think we should wait the 17 days or

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1 whatever it is and it will be unopposed 99 percent of the time
2 and be submitted. But if your Honor wanted to schedule a date
3 to come back for the-- you know, approximately a little more
4 than two weeks later, we could do that. And then in person,
5 assuming-- and this happens like 99 percent of the time-- and
6 your Honor finds it warranted, we can accept the whole calendar
7 at that point.

8 THE COURT: All right. Fine. I'll put it down for a
9 hearing on Friday, October 4 at 2:30 with a view that if no one
10 jumps up, we will simply schedule a final approval hearing and
11 a final motion for final approval. Is that all right?

12 MR. LOVELL: Yes, your Honor. Makes perfect sense.

13 THE COURT: All right. Anything further at this time?

14 MR. LOWTHER: Chris, do you want to talk about page
15 length?

16 MR. LOVELL: Your Honor, the page length was just
17 raised. We can do our papers within 25 pages for our motion.

18 MR. LOWTHER: I believe so.

19 THE COURT: All right. That's fine.

20 Anything else?

21 MR. LOVELL: Not for the futures plaintiffs, your
22 Honor.

23 MR. LOWTHER: Nothing from the physical class, your
24 Honor.

25 THE COURT: Well, all right. I look forward to

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1 receiving the motion, learning more about the details of the
2 settlements and the prospective notice and claims process. Of
3 course, any resolution of a case of this magnitude, when it's
4 in the offing it's intoxicating to judges. So thank you for
5 all of your work. I'll see you on October 2.

6 MR. LOVELL: Thank you, your Honor.

7 MR. ZENSKY: Two or four, your Honor?

8 THE COURT: October 4. October 4 at 2:30. Thank you,
9 Mr. Zensky.

10 (Adjourned)